

CONTRACT PERIOD THROUGH APRIL 30, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **TELEPHONE, RADIO AND DATA COMMUNICATION SUPPLIES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **APRIL 03, 2002.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CS/mm
Attach

Copy to: Clerk of the Board
Deborah Overton, Sheriffs Office
Gabriela Varadi, Flood Control
Jim Baker, MCDOT
John Widener, Radio/Telecommunications
Steve Bartlett, Telecommunications
Carmen Ledesma, Materials Management

(Please remove Serial 97007-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **TELEPHONE, RADIO AND DATA COMMUNICATION SUPPLIES**

1.0 **INTENT:**

The intent of this call for bids is to establish a contract for Telecommunication and related supplies. The County has a number of departments that need electronic supplies on a daily or emergency basis. Under this multiple award contract, vendors will be issued blanket purchase orders allowing County departments to charge purchases to their current monthly accounts. The County is aware that prices change rapidly in this industry, therefore vendors may submit updated published price lists during the contract period, however, all discounts offered will remain the same.

Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 **GUARANTEE:**

All equipment, units and components shall be guaranteed in accordance with the following clauses:

The equipment offered is free from defects in design and construction and that it will give continuous and efficient service under normal conditions for a period of twelve (12) months from date of delivery.

The equipment is the manufacturer's standard design in construction and that no changes or substitutions have been made.

The awarded vendors shall, at no cost, promptly (within 72 hours from time of initial request) replace the product(s) purchased. This replacement shall apply to products purchase twelve (12) months from date of accepted delivery.

2.2 **MANUFACTURER'S PRICE LIST:**

Bidders shall submit four (4) copies of each current manufacturer's price list offered with their bid and enter a percent discount offered from list on items from these manufacturers price lists. (Bidding vendors are not required to bid in all groups)

2.2.1 Vendors must provide some of the items with local stock availability.

- | | | | |
|---------|---|---|---------------------------------|
| 2.2.1.1 | Group 1 | <u>Transformers/Chokes</u> | |
| | Powerstat variable | | power supply |
| | Low voltage, low current | | Toroidal inductions |
| | Spike suppression | | |
| 2.2.1.2 | Group 2 | <u>Fuses/Circuit Protection including:</u> | |
| | Mil-Spec | | Subminiature pig-tail and prong |
| | Quick-blowing | | Fibro tube |
| | Signal indicating GMT | | Fuse holders and blocks |
| 2.2.1.3 | Group 3 | <u>LEDs and Lamps/Indicators including:</u> | |
| | CML cartridge | | |
| | Miniature/subminiature standard basis | | |
| | Assembly and workbench | | |
| 2.2.1.4 | Group 4 | <u>Batteries including:</u> | |
| | Standard industrial heavy duty | | Watch and calculator |
| | Rechargeable gel/cell packs | | |
| 2.2.1.5 | Group 5 | <u>Switches including:</u> | |
| | General purpose push-button, rotary, multi-position | | |
| | DIP rocker | | |
| | Super-submarine PCB/washable | | |
| | Toggle and rocker paddles, keypad, slide | | |

- 2.2.1.6 Group 6 Generic Semiconductors and transistors including:
Low and high power Diodes and rectifiers
Linear Ics SCR/TRIACs
Access/Heat Sinks
- 2.2.1.7 Group 7 Electronic Tubes including:
General Purpose Industrial
Special broadcast
- 2.2.1.8 Group 8 Resistors including:
Fixed and adjustable Precision power resistors
Wirewound Potentiometer - rheostats
- 2.2.1.9 Group 9 Capacitors including:
Solid electrolyte talum Polyester/polpropylene film
Ceramic – monolithic Disc
- 2.2.1.10 Group 10 Filter and Power Supplies including:
RFI power line Switching power
Solid state UPS
Variable
- 2.2.1.11 Group 11 Relays including:
Solid state Input-output
Optically isolated IC interface
- 2.2.1.12 Group 12 Connectors including:
Computer Audio
Power Coaxial
RF connectors Fiber optic
Adapters Nylon and pin terminals
- 2.2.1.13 Group 13 Chemicals including:
Contact cleaner, no residue, non-flammable, non-conductive
Freeze spray Silicone lubricant
Transistor silicone grease Three core solder
- 2.2.1.14 Group 14 * Cables, Fiber Optics, including:
Tube-Standard Armored Tube Cable w/TLW Core
Tube-Standard Armored Tube Cable w/TOX Core
7 Tube-Maximun Water-protected Armored Tube Cable w/TLW Core
7 Tube-Water-protected Armored Tube Cable w/TOX Core
7 Tube-UL Plenum-Indoor Tube Cable-Speed Wrapped
7 Tube-UL/CUL Riser-Rated Indoor Tube Cable
13 Tube-SuperTube w/13 tubes wrapped around a 1.45" Conduit
19 Tube-UL/CUL Plenum-Rated Indoor Tube Cable-Speed Wrapped
19 Tube-Maximun Water-protected Armored Tube Cable w/TLW Core
19 Tube-Water-protected Armored Tube Cable w/TOX Core
19 Tube-UL Plenum-Indoor Tube Cable-Speed Wrapped
19 Tube-UL/CUL Riser-Rated Indoor Tube Cable
6 Strand-Multimode Fiber Optics 50/125
6 Strand-Multimode Fiber Optics 62.5/125
12 Strand-Multimode Fiber Optics 62.5/125
18 Strand-Multimode Fiber Optics 62.5/125
6 Strand-Singlemode Fiber Optics
12 Strand-Singlemode Fiber Optics
18 Strand-Singlemode Fiber Optics

***All products in Group 14 MUST be FutureFlex System manufactured by Sumitomo Lightwave Corporation.**

2.2.1.15	Group 15	<u>Test Equipment</u>	
	Multimeters, digital and analog		
	Power supplies		Test leads and clips
	Test accessories		
2.2.1.16	Group 16	<u>Station Apparatus, including:</u>	
	Adapters		Connecting Blocks
	Connectors		Covers
	Jacks		Floor Line Status Indicators
	Jacks, Interface		Jacks, Modular
	Modular Cords		Plates
	Plugs		Wiring System
	Station Wire Connecting Systems		
2.2.1.17	Group 17	<u>Telephone/Key Telephone Equipment including:</u>	
	Access Units		Cord Assemblies
	Handsets		Speaker Phones
	Handset/Headset Amplifier Switches		Intercoms
	Key Telephone Equipment		Key Telephone Systems
	Panel, Jack		Panel, Power
	Power Supply, 24 volt with AC Ring		Sets, Telephone, 2500 type desk
	Telephone Repair Parts		
2.2.1.18	Group 18	<u>Blackboards/Blocks/Protection including:</u>	
	Back Panels		Backboards
	Backboards, Connectors		Backboards, Tie Series
	Blocks		Rewire Boxes
	Brackets		Bridge Clips
	Connecting System		Frames
	Hangers		Modular Distributing Systems
	Power Fail/Supplies		Protection Terminals
2.2.1.19	Group 19	<u>Wire and Cable including:</u>	
	Adapters		Connectors
	Cable		Modular Cable Assemblies
	Undercarper Systems		PE Series Cable
	Multi conductor and coaxial		
2.2.1.20	Group 20	<u>Hardware including:</u>	
	Clips		Clamps
	Conduit		Fasteners and Accessories Comfast
	Grounding		Pedestals
2.2.1.21	Group 21	<u>Test Equipment including:</u>	
	Inductive Amplifiers		Tone Test Sets
	Linemens Test Sets		
2.2.1.22	Group 22		
	Pos Shaft/Sanyon Cam		Pwr Xformer/Sanyon Cam
	Flyback/Sanyon Mon		Yoke/Sanyo Mon
	Capstan Mtr/Gyer		Gearhead/Unicon P/T
	Motor/Unicon Pit		Relay/Unicon Switcher
	Bearing Plate/Unicon P/T		Belt Kit/RCA Gyer VCRS
	Video Heads/RCA/Gyer		Sensor Lamp, RCA, Gyer
	Pwr Supply/RCA Cam		Belts/5UC Cp500U
	Belts/VCR's		

2.2.1.23	Group 23	
	Transistors	Diodes
	Capacitors	Fuses
	Bud Boxes	Hand Tools
	Heat Shrink	Solvents
	Analog Switches	Mult Pleyers
	Aid & D/A	Timers
	Counters	Display Drivers
	Test Leads	Test Equipment
	Batteries	Resistors
2.2.1.24	Group 24	
	Speaker Faraday	Back Box, Lowell
	Call Cord Dukane	Call Cord Ektacom
	Switchbank Bogen	Scan Sentry
	Pillow Speakers Dukane	Lavatory Station Dukane
	Transformer Bogen	Plate Soundolier
	Talk/Listen Switch Ektacom	Staff Station Dukane
	Speak/Transform JBL	Transformer Taymer
	Intercom Speaker Farady	Microphone Amp TMA
	Module TOA	Speaker Oaktron
2.2.1.25	Group 25	
	Speaker 10 w/7OU Transformer	Amplifier Raymer
	Transformer Raymer	Connector
	Speaker Quam	Power Supply
	IC	Intercom Aiphone
	Microphone Shure	Microphone Telex
	Grills Quam	
2.2.1.26	Group 26	
	K69, Conversion Adapter, 3/4" Cowl Mount	
	K94, Mounting Kit	KR47, X-Cowl Mount
	K62, Adapter Assembly for Coils	K41, 49" Whip
	K44, 3/8" Snap Mount	K27, Adapter
	K225, Base Coil, 138-174 MHz	ASP1657
	K126, Spring Kit	K48, Transformer Assembly
	K47, Coil Replacement	AP151.3G
	K69, Conversion Adapter	K115, Hold-Down Clip
	AP40.5G	AV-2
	K93, Adapter	
2.2.1.27	Group 27	
	Clarostats VPRF 7.5 ohm SW	Clarostats 363X10K
	Augats #75003	GC-30-479 Adapter
	Misc., Cables including Modem Cables	RG58 Connectors
	726 Ins/Extr Tool	GC 30-572 St Pins
	GC-35-000 Switch	Powersonic PS-C
	Amphenol 31-008	312-4A Fuse
	GC 43-740	GC 43-424
	GC 14-222-2C23 Wire	Other Misc. Electronic Supplies
2.2.1.28	Group 28	
	Panasonic Ultracon	Panasonic Vidicon
	Panasonic New Vicon	Panasonic New Vicon
	CRT	CRT
	CRT	Pelco Manual Switcher
	Panasonic Camera	Panasonic 9" Monitor
	American Dynamics	Panasonic Time Lapse Recorder
	Vicon Scanner	EMI Camera Mount
	EMI Environmental Enclosures	Cosmicar Auto-Iris Lens 8MM
	Cosmicar Auto-Iris Lens 12.5MM	Winstead Console

2.2.1.29 Group 29

Moose MP138 Siren	Hold-up Button Husk-10 Amesco
Unisec Glass Detector GBD-1000	Orevox Sire 30W R58GS
Moose Alarm Control Z-1100	Napco Tape Dialer 500MK
Unisec Sound Discriminator AFD2500S	Piezo-Alert 2-120
Visionic Motion Detector MR-4000	Piezo-Alert 2-120
Visionic Digital Dialer SK-1410	Gell Cell Batteries 12V6AH
Micro-State Power Supply PS-5-12V	Plastic Duct Panduit LD3WH6N-A
Linear Alert Receiver 067	Plastic Conduit ND5 Nice DUC
Moose Power Supply CH12 12VOH	

2.3 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.4 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.5 REFERENCES:

Contractors must provide at least five (5) reference accounts to which they are presently providing this service. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

2.6 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within seven (7) days of receipt of Purchase Order or phone order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.7 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.8 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.9 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

2.10 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.11 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have ten (10) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.12 WARRANTY:

The minimum warranty period shall be twelve (12) months. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.13 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.14 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.15 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

2.16 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

2.17 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.17.1 One (1) original and one (1) copy of all attachments is MANDATORY
- 2.17.2 Pricing pages (ATTACHMENT A) with 3.5" diskette, MANDATORY
- 2.17.3 Four (4) Copies of Catalogs/Price Lists, MANDATORY
- 2.17.4 Vendor Information (ATTACHMENT D), MANDATORY
- 2.17.5 Agreement page (ATTACHMENT B), MANDATORY
- 2.17.6 References (ATTACHMENT C), MANDATORY

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Vendor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Vendor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Vendor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Vendor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Vendor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Vendor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Vendor's work or service.

3.3.2.1 Commercial General Liability. Vendor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Vendor's operations and products and completed operations.

If the Vendor subcontracts any part of the work, services or operations awarded to the Vendor, Vendor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Vendor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Vendor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Vendor's Commercial General Liability insurance.

3.3.2.2 Automobile Liability. Vendor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Vendor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.2.3 Workers' Compensation. The Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Vendor will require subcontractors to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Vendor.

3.3.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Vendor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Vendor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CORRY SLAMA, PROCUREMENT CONSULTANT, 602-506-3243
(cslama@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

CALL ONE INC, 8810 ASTRONAUT BLVD, CAPE CANAVERAL, FL 32920

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ %
 REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET C58 95 01/B0605180

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>GROUP 17</u>		<u>Price</u>	<u>Percentage</u>
<u>Catalog Designation</u>	<u>Catalog Date</u>	<u>Column to be Used</u>	<u>Discount from list</u>
Plantronics	2/11/2001	Column H	40%
Terms:		1% 30, NET 31	
Federal Tax ID Number:		59-2866791	
Vendor Number:		592866791	
Telephone Number:		800/749-3160	
Fax Number:		321/799-1508	
E-mail Address:		ajj@calloneonline.com	
Company Web Site:		www.calloneonline.com	
Contact Person:		Anthony Joseph	
Contract Period:		To cover the period ending APRIL 30, 2005.	

COMMUNICATIONS SUPPLY CORPORATION, 4818 S. 40TH STREET BLDG #4, PHOENIX, AZ 85040

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO _____ %
 REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET C58 95 01/B0605180

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

GROUP 1

<u>Catalog Designation</u>	<u>Catalog Date</u>	<u>Price Column to be Used</u>	<u>Percentage Discount from list</u>
APC		Retail	10-30%
Best Power		Retail	15%
Circa	2001	Retail	15%
Minuteman	11/1/01	Retail	20%

GROUP 10

Best Power		Retail	15%
APC		Retail	10-30%

GROUP 12

AMP/TYCO	Quote	List	5%
Avaya	Quote	List	20%
CZ labs	Quote	List	20%
3M	Quote	List	10%
Coming	Quote	List	10%
Hubell	2/1/02	List	20%
Levitron	1-Jun	List	20%
Methode	Quote	List	20%
Molex	Quote	List	15%
Nordx	Quote	List	20%
Ortronics	Quote	List	20%
Penduit	Quote	List	25%
Semtron	Quote	List	
Superior Modular	Quote	List	25%
Siemon	Quote	List	5%
Mohawk	Quote	List	20%

GROUP 14

Sumitomo	3/2/01	List	10%
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COMMUNICATIONS SUPPLY CORPORATION, 4818 S. 40TH STREET BLDG #4, PHOENIX, AZ 85040

<u>GROUP 15</u>		<u>Price</u>	<u>Percentage</u>
<u>Catalog Designation</u>	<u>Catalog Date</u>	<u>Column to be Used</u>	<u>Discount from list</u>
Greenlee/Progressive	Quote	List	15%
Harris	7/1/01	List	5%
Siemon	Quote	List	5%
Corning	Quote	List	10%
Noyes	1/1/02	List	5%
Fluke	Quote	List	0-10%
Agilent	11/1/01	List	15%
Ideal	Quote	List	20%
<u>GROUP 16</u>			
3M	Quote	List	10%
3COM	Quote	List	10 to 20%
ADC KENTROX	Quote	List	25%
ADC TELECOMM	1/11/02	List	0 to 20%
ADTRAN	Quote	List	15%
ALLIED TELESYN	1/11/02	List	20%
AMP/TYCO	11/1/01	List	5%
APC	1/1/00	List	10 to 30%
APW	Quote	List	25%
AVAYA	Quote	List	20%
B-LINE	Quote	List	20%
BOGEN	Quote	List	25%
BUD	Quote	List	15%
CABLE EXCHANGE	Quote	List	20%
CABLOFIL	1/1/99	List	10%
CADDY	Quote	List	15%
CARLON	Quote	List	25%
CHATSWORTH	2002	List	15%
CIRCA	4/16/01	List	15%
CISCO	Quote	List	15%
DAMAC	Quote	List	20%
ENCORE	Quote	List	20%
ENDOT	Sep.94	List	20%
FLUKE	Quote	List	0 to 10%
GN NETCOM	Quote	List	10%
GREAT LAKES	11/15/01	List	10%
GS METALS	Quote	List	20%
HELLERMAN TYTON	7/1/01	List	5 to 20%
HOFFMAN	2 Jan	List	20%
HUBBELL	Quote	List	20%
IDEAL	3/13/00	List	20%
INTEL	Quote	List	15%
KRONE	10/29/01	List	15%
LEVITON	Quote	List	20%
METHODE	Quote	List	20%
MOLEX	Quote	List	15%
NELSON FIRESTOP	3/1/01	List	20%
NEWTON	Quote	List	10%
NORDX	Quote	List	20%
NORTEL	Quote	List	20%
ORTRONICS	Quote	List	25%
PANDUIT	Quote	List	20%
OMNITRON	Quote	List	20%
PLANTRONICS	Quote	List	10%

COMMUNICATIONS SUPPLY CORPORATION, 4818 S. 40TH STREET BLDG #4, PHOENIX, AZ 85040

GROUP 16 (continued)			Price	Percentage
Catalog Designation	Catalog Date	Column to be Used	Discount	from list
SENIOR	Quote	List	25%	
SIEMON	Quote	List	5%	
SNAKE TRAY	3/7/01	List	5 to 10%	
SUPERIOR MODULAR	2/2/01	List	25%	
TRANSITION NETWORK	Quote	List	20%	
WHEELOCK	Quote	List	20%	
WIREMOLD	4/23/01	List	15%	
PANDUIT	6/19/00	List	25%	
HOMACO	6/24/05	List	20%	
GROUP 17				
GN Netcom	Quote	List		
Plantronics	Quote	List	25%	
Bogen	Quote	List		
Wheelock	Quote	List		
GROUP 18				
HOMACO	2002	List		
CHATSWORTH	1/1/2001	List		
DAMAC	QUOTE	List		
ENCORE	QUOTE	List		
SIEMON	QUOTE	List		
AMP	QUOTE	List		
LEVITON	QUOTE	List		
AVAYA	QUOTE	List		
NORDX	QUOTE	List		
ORTRONICS	QUOTE	List		
PANDUIT	6/9/2000	List		
WIREMOLD	4/23/2001	List		
CIRCA	QUOTE	List		
HUBBELL	QUOTE	List		
MOLEX	QUOTE	List		
B-LINE	QUOTE	List		
APW	QUOTE	List		
SENIOR IND	QUOTE	List		
GREAT LAKES	11/15/01	List		
HELLERMAN	7/1/2000	List		
CABLOFIL	QUOTE	List		
GS METALS	QUOTE	List		
SNAKE TRAY	3/7/2001	List		
GROUP 19				
CZ LABS		List		
AMP/TYCO	11/1/2001	List		
AVAYA	QUOTE	List		
3M	QUOTE	List		
CORNING	QUOTE	List		
HUBBELL	QUOTE	List		
LEVITON	QUOTE	List		
METHODE	QUOTE	List		
MOLEX	QUOTE	List		
NORDX	QUOTE	List		
ORTRONICS	QUOTE	List		
PANDUIT	6/19/2000	List		

COMMUNICATIONS SUPPLY CORPORATION, 4818 S. 40TH STREET BLDG #4, PHOENIX, AZ 85040

GROUP 19 (continued)

<u>Catalog Designation</u>	<u>Catalog Date</u>	<u>Column to be Used</u>	<u>Price</u> <u>Discount from list</u>	<u>Percentage</u>
SEMTRON		List		
SUPERIOR MODULAR	2/28/2001	List		
SIEMON	QUOTE	List		
MOHAWK	11/1/2001	List		
BERKTEK	QUOTE	List		
GENERAL	QUOTE	List		
COMMSCOPE	10/17/01	List		
HITACHI	QUOTE	List		
HELIX	QUOTE	List		
SUPERIOR ESSEX	QUOTE	List		
BELDEN	QUOTE	List		
CHROMATIC	QUOTE	List		
OPTICAL CABLING	QUOTE	List		
CABLE EXCHANGE	QUOTE	List		

GROUP 20

3M	QUOTE	List	10%
CADDY	QUOTE	List	15%
CARLON	QUOTE	List	25%
ENDOT	Sep-94	List	20%
HELLERMAN	7/1/2000	List	5 TO 20%
IDEAL	3/13/2000	List	20%
NELSON	QUOTE	List	20%
PANDUIT	6/19/2000	List	25%
WIREMOLD	4/23/2001	List	15%
SENIOR	QUOTE	List	25%
AMERICAN POLYWATER	QUOTE	List	5%
GREENLEE	4/1/2001	List	15%

GROUP 21

GREENLEE		List	15%
HARRIS		List	5%
IDEAL		List	20%
AVAYA		List	20%
NORDX		List	20%
PANDUIT		List	25%
AMP		List	5%
SIEMON		List	5%
FLUKE		List	0 TO 10%
AGILENT		List	15%
CORNING		List	10%
NOYES		List	5%

COMMUNICATIONS SUPPLY CORPORATION, 4818 S. 40TH STREET BLDG #4, PHOENIX, AZ 85040

Terms:	NET 30
Federal Tax ID Number:	06-0961848
Vendor Number:	060961848 A
Telephone Number:	602/470-0055
Fax Number:	602/470-0661
E-mail Address:	dprice@gocsc.com
Company Web Site	www.gocsc.com
Contact Person:	Debra Price
Contract Period:	To cover the period ending APRIL 30, 2005.

INTERSTATE ALL BATTERY CENTER, PO BOX 639, GLENDALE, AZ 85311-0639
7551 N. 69TH AVENUE, GLENDALE, AZ 85303

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ____ NO ____ %
 REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES ____ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PRICING SHEET C58 95 01/B0605180

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>GROUP 4</u>		<u>Price</u>	<u>Percentage</u>
<u>Catalog Designation</u>	<u>Catalog Date</u>	<u>Column to be Used</u>	<u>Discount from list</u>
All Battery Catalog	5/10/2001	Your Price	0%
<u>GROUP 23</u>			
All Battery Catalog	5/10/2001	Your Price	0%
<u>GROUP 29</u>			
All Battery Catalog	5/10/2001	Your Price	0%

Terms: NET 30

Federal Tax ID Number: 86-1004360

Vendor Number: 861004360 **A B**

Telephone Number: 623/939-6180 **847-7444**

Fax Number: 623/435-1646

E-mail Address: askvig2000@yahoo.com

Contact Person: Angie Askvig

Contract Period: To cover the period ending **APRIL 30, 2005.**

NATIVE TELE-DATA SOLUTIONS INC., 4443 N. FLOWING WELLS ROAD, TUCSON, AZ 85705-2323

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO
% REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET C58 95 01/B0605180

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>GROUP 14</u>		<u>Price</u>	<u>Percentage</u>
<u>Catalog Designation</u>	<u>Catalog Date</u>	<u>Column to be Used</u>	<u>Discount from list</u>
Sumitoma Electric Lightwave	2002	"E" on Excel Spread Sheet	20%

*Shipping Charges will vary depending on order size

<u>GROUP 17</u>			
Catayst Telecom	2002	See "Discount" Column on Excel Spread Sheet	20%

*Freight charge is insurance only: \$.35 per \$100.00

Terms:	2% 10 DAYS NET 30
Federal Tax ID Number:	86-0833772
Vendor Number:	860833772
Telephone Number:	520/888-5860
Fax Number:	520/888-5945
E-mail Address:	deanna@ntds.org
Company Web Site	www.ntds.org
Contact Person:	Deanna Lynn/Jim Steeber
Contract Period:	To cover the period ending APRIL 30, 2005.

TALLEY COMMUNICATIONS CORPORATION, 2640 N. 37TH AVENUE, PHOENIX, AZ 85009

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ %
 REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET C58 95 01/B0605180

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>GROUP 4</u>		<u>Price</u>	<u>Percentage</u>
<u>Catalog Designation</u>	<u>Catalog Date</u>	<u>Column to be Used</u>	<u>Discount from list</u>
Multiplier		List	38%
<u>GROUP 10</u>			
Mistubishi		List	44%
ICT		List	48%
Newmar		List	32%
Samlex		List	30%
Celwave		List	35%
Sinclair		List	20%
Decibel		List	31%
<u>GROUP 12</u>			
Amphenol		Best Column	57%
RE Industries		Talley Price List	81%
Andrew		See Attached Addendum	
Times Microwave		List	28%
Antenex		List	55%
<u>GROUP 14</u>			
Andrew		See Attached Addendum	
Belden		List	59%
Times Microwave		List	28%
<u>GROUP 15</u>			
ICT		List	47%
Samlex		List	30%
Astron		List	27%
<u>GROUP 16</u>			
RF Industries		Talley List Pricing	81%
Andrew		See Attached Addendum	
Times Microwave		List	28%

TALLEY COMMUNICATIONS CORPORATION, 2640 N. 37TH AVENUE, PHOENIX, AZ 85009

<u>GROUP 19</u>	<u>Catalog Date</u>	<u>Price</u>	<u>Percentage</u>
<u>Catalog Designation</u>		<u>Column to be Used</u>	<u>Discount from list</u>

Andrew		See Attached Addendum	
Belden		List	59%
Times Microwave		List	28%
RF Industries		Talley List Pricing	81%
Amphenol		List	57%

GROUP 20

Panavise		List	49%
Valmont Microflect		List	37%
Harger		List	34%
Burndy		List	57%
Scientific Dimensions		list	33%

GROUP 25

Shure		List	45%
Speco		List	60%
Samplex		List	30%

GROUP 26

Antenna Specialists		List	49%
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GROUP 27

Belden		List	59%
RF Industries		Talley List Pricing	81%

Terms:	NET 30
Federal Tax ID Number:	95-3872464
Vendor Number:	953872464 A
Telephone Number:	800/949-7069
Fax Number:	602/353-0111
Company Web Site:	www.talleycom.com
E-mail Address:	tlynch@talleycom.com
Contact Person:	Terry Lunch (602/353-0111)
Contract Period:	To cover the period ending APRIL 30, 2005.